APPENDIX A — NORWEGIAN INTERNATIONAL SHIP REGISTER ACT § 6

Chapter II. Special provisions relating to ships in the Norwegian International Ship Register

Section 6. Pay and working conditions

Terms of pay and employment and other working conditions on ships in this register are to be fixed in a collective wage agreement which expressly states that it applies to such service. A collective wage agreement which does not so state does not apply to service on ships in this register.

Collective wage agreements may be concluded with Norwegian or foreign trade unions.

The collective wage agreement mentioned in the first paragraph shall expressly state that the agreement is subject to Norwegian laws and Norwegian courts of law. The parties to the agreement may nevertheless deviate from the provisions in subsections 2 and 3 of Section 6 and Chapter 2-5 of Act no. 1 of 5 May 1927 relating to labour disputes, if the agreement instead of referring to Norwegian courts explicitly provides that disputes concerning the agreement shall be subject to the courts and procedural rules, including rules governing arbitration, in another country.

Individual contracts of engagement for service on ships in this register shall expressly state that the contract is subject to Norwegian laws and Norwegian courts, but that cases concerning the employee's service on the ship may be brought against the owner before a Norwegian court or before a court in the employee's country of residence.

APPENDIX B — NORWEGIAN SEAMEN'S ACT § 50

§ 50
Settlement of disputes between master and crew abroad

If, while the ship is in a foreign country, a dispute arises between the master and any of the crew regarding the settlement of wages, the ship service or the employment relationship in general, the case shall be referred to a Norwegian foreign service station. The dispute shall not be brought before foreign authorities. As regards lawsuits against the shipping company relating to compensation for occupational injuries, they may only be brought before a court of justice in Norway.

The foreign service station shall render its decision in the case, after hearing the statements of the parties.

The decision is binding on the parties, but may within 6 months be brought before the courts in Norway. Sections 153-158 of the Act of 13 August 1915 number 5 relating to the Courts of Justice shall apply correspondingly. Against a seaman who has no venue in Norway, proceedings may be brought in the judicial district where the ship is registered. The same shall apply when a case concerns two or more seaman with different venues.

If the decision relates to payment of a sum exceeding 10 percent of the basic amount in the Act relating to National Insurance and the decision is not accepted, the foreign service station may, where the circumstances render it desirable, order all or part of the amount to be deposited with the station. The sum deposited shall be sent to the authority designated by the King together with a copy of

the decision. The sum shall be paid out after the expiry of the six-month time limit referred to in the third paragraph or, if the case is taken to court, when the case has been determined by final judgement or has been discontinued without a judgement.

The King may issue regulations on the handling of cases under this section, including increasing or decreasing the value limit prescribed in the preceding paragraph. Limitations on the use of an authorized agent during the proceedings in accordance with § 12 of the Act of 10 February 1967 relating to general rules governing administrative proceedings, may also be made.

The King may decide by way of regulations that this § shall not be made applicable to certain cases.

APPENDIX C — AGREEMENT ON MARITIME TRANSPORT BETWEEN THE GOVERNMENT OF THE KINGDOM OF NORWAY AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

Article XI

Rules on Labor Disputes

The terms of employment of a national of a Contracting Party serving as a crew member on a vessel of the other Contracting Party shall be stated in the contract of employment.

Any disputes or claims, including claims for torts arising from or related to the contract of employment or relations between a shipowner of a Contracting Party and a crew member of the other Contracting Party, including but not limited to wage claims, and claims for damages as a result of the illness, personal injury or death of a crewmember, shall be referred for determination and resolution solely to the exclusive jurisdiction of the competent Courts, Tribunals or Authorities, as the case may be, of the Contracting Party in which the vessel is registered or of the other Contracting Party where the complainant is a national. The Contracting Parties will provide the appropriate mechanisms for such cases to be heard when raised.